

Eric Fryson

120051-TP

From: YANT, ROBYN [rh0582@att.com]
Sent: Thursday, March 01, 2012 10:30 AM
To: Filings@psc.state.fl.us
Cc: Jeff Bates
Subject: AT&T Amendment Filing

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March 1, 2012

Mrs. Ann Cole
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Saturn Telecommunication Services, Inc d/b/a STS

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and one copy of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection, unbundling, resale and collocation Agreement with Saturn Telecommunication Services, Inc d/b/a STS

The underlying agreement was filed on December 12, 2006 in docket 060798-TP.

If you have any questions, please do not hesitate to call Robyn Yant at (850) 577-5551.

Very truly yours,


Gregory Follensbee
Executive Director

**AMENDMENT TO THE AGREEMENT
BETWEEN
SATURN TELECOMMUNICATION SERVICES INC. d/b/a STS
AND
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T FLORIDA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T FLORIDA") and Saturn Telecommunication Services Inc. d/b/a STS ("STS"). AT&T FLORIDA and STS are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T FLORIDA and STS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), which became effective November 17, 2006 (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to add the following language as Section 12.3.1. They further agree that such language shall be incorporated in any successor Interconnection Agreement (ICA), whether adopted or negotiated, entered into by Parties until such time as the FCC releases an Order in the formal complaint filed by STS against AT&T FLORIDA, file number EB-09-MB-008 ("Formal Complaint") with the following language:

12.3.1 Upon a final and effective FCC Order in the formal complaint currently pending before the FCC filed by STS against AT&T FLORIDA, file number EB-09-MB-008, STS or AT&T FLORIDA may, on thirty (30) days' written notice, require an amendment to the then existing ICA in accordance with the FCC Order. The Parties shall negotiate in good faith such new terms as may be required. In the event that such new terms are not negotiated within sixty (60) days after such notice, either Party may seek appropriate relief.

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. AT&T FLORIDA and STS hereby agree that the positions taken by the parties during any negotiations for a new or successor ICA, the execution of an extension of the existing ICA, any adoption of another CLEC's ICA or the execution of a new or successor ICA will not operate either as a waiver by STS or AT&T FLORIDA to take advantage of any favorable rulings by the FCC in the Formal Complaint or as a waiver of any position, defense or argument that STS or AT&T FLORIDA presently have. Neither STS nor AT&T FLORIDA is relinquishing any of its rights, claims, damages or defenses made before the FCC in the Formal Complaint as a result of any negotiations for a new or successor ICA, the execution of an extension of the existing ICA, any adoption of another CLEC's ICA or the execution of any new or successor ICA.
4. Notwithstanding the foregoing, in entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

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- 5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 6. This Amendment shall be filed with and is subject to approval by the Florida Public Service Commission and shall become effective ten (10) days following approval by such Commission.

Saturn Telecommunication Services, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T Florida by AT&T Services, Inc., its authorized agent

By: *Pamela L. Hintz*

By: *Kristen E. Shore*

Printed: Pamela L. Hintz

Printed: Kristen E. Shore

Title: VP. Regulatory Compliance
(Print or Type)

Title: Director
(Print or Type)

Date: 12.19.2011

Date: 12-28-11

	<u>Resale OCN</u>	<u>ULEC OCN</u>	<u>CLEC OCN</u>
FLORIDA	407A	645A, 631B	645A
ACNA	SJS		